

**WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

Unless expressly set forth elsewhere herein, each capitalized word or term used hereinbelow shall have the same meaning ascribed to said word or term in the Declaration of Covenants, Restrictions and Easements for Watercrest at Parkland, as recorded in Official Records Book 50488, Page 788, of the Public Records of Broward County, Florida, as amended, (the "Declaration").

The following rules and regulations governing Watercrest have been adopted and approved by the Board of Directors of Watercrest at Parkland Homeowners Association, Inc., (the "Association"). To the extent that any such rules and regulations conflict with any previously existing rules and regulations of the Association, ("Previous Rules"), then these rules and regulations shall supersede such Previous Rules. However, in the event that any provision in these rules and regulations conflict with (i) any provision in the Declaration, the Association's Articles of Incorporation, or the Association's By-Laws, as any or all of same may be amended at any time or from time to time, (collectively, the "Governing Documents"), or (b) any applicable provision of Chapter 720, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, ("Chapter 720"), then those provisions in the Governing Documents and those applicable provisions of Chapter 720, shall supersede those provisions in these rules and regulations:

I. RULES GOVERNING THE PIERHOUSE AND RELATED FACILITIES:

A. See separate rules and regulations governing the Pierhouse and Related Facilities attached hereto.

II. FINES AND SUSPENSIONS OF USE RIGHTS:

A. If any member of the Association, any tenant of any such member, or any of their respective guests or invitees shall fail to comply with any provision of the Declaration, the Association's By-Laws, or any rules and regulations of the Association, then, as a result of such failure, the Association, via its Board, may (i) levy a fine against the subject member, tenant, guest or invitee, and/or (ii) suspend, for a reasonable period of time, the right of such member, tenant, guest or invitee, to use Common Areas and facilities, in accordance with, and subject to, the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time.

B. The role of the Violations Committee, in addition to determining whether to confirm or reject any fine or suspension levied by the Board and otherwise performing its duties as set forth in Section 27.8 of the Declaration, shall be to encourage Owners and other residents of Watercrest, and their respective guests and invitees, to abide by the rules and regulations of the Association, as well as the covenants, restrictions and other provisions contained in the Declaration and/or the By-Laws of the Association. Each Owner and other resident of Watercrest should familiarize himself, herself or itself with such rules and regulations of the Association, as well as the covenants, restrictions and other provisions contained in the Declaration and/or the By-Laws of the Association (i.e., not just those rules and regulations which are addressed in this document).

III. SAFETY VIOLATIONS:

A. FIREARMS:

1. See Section 18.30 of the Declaration: “No firearms or fireworks shall be discharged within Watercrest.”

2. In addition, any resident of Watercrest who has a valid license to carry a concealed weapon, as well as any resident of Watercrest who is an off-duty law enforcement officer and is exempt from licensing requirements and/or who is directed to carry a concealed weapon while off-duty, may carry a concealed weapon within the Watercrest pierhouse and related facilities, or on any other Common Areas, in accordance with applicable law.

3. Any open carrying of a weapon, or use or discharge of a weapon within the Watercrest pierhouse and related facilities, or on any other Common Areas, except by any law enforcement officer as may be permitted under applicable law, is prohibited.

B. MOTORIZED VEHICLES ON SIDEWALKS AND GRASS:

1. Sidewalks and grass located within the Watercrest community are for pedestrian traffic only. Street-legal golf carts, motorized dirt bikes, mopeds, motorized scooters, go-carts and any other kinds of motorized vehicles are not allowed on any sidewalk or grass in Watercrest and, unless otherwise provided in the Declaration or any rules and regulations of the Association, must be stored within the garage of a Home when not in use.

2. Any motorized vehicle driven or used within the Watercrest community must be street legal and each driver thereof must have a valid driver’s license when driving or operating such vehicle in the Watercrest community.

3. Except as otherwise provided in the Declaration or any rules and regulations of the Association, motorized vehicles must be parked only in legal parking spaces at the Watercrest pierhouse.

4. Any golf cart driven or used within the Watercrest community must be registered with the Association, and a copy of the cart registration must be provided to the Association.

C. PARKING:

1. See Section 18.32 of the Declaration: “Owner’s automobiles shall be parked in the garage or driveway... On-street parking will be permitted for domestic cars and Commercial Vehicles only during daylight hours, but in no event shall such cars or vehicles be parked on the grass within Watercrest or parked so as to prevent or impede access to the driveway of any Home.”

2. In addition, to the extent required by applicable law, cars and vehicles parked on the street must be parked in the direction of traffic flow. Overnight parking at the Pierhouse is permitted for overflow parking.

3. No portions of the Common Areas which are dedicated as parking areas shall be used as a playground or recreation area by any persons whomsoever. No children or other persons shall play ball or run in any such parking area(s). All bicycles, scooters and similar objects shall be walked (and not driven or ridden) into and through such parking area(s).

4. Any vehicle parked in any dedicated parking space located on the Common Areas must be centered between the painted stripes and against the forward bumper of said stall. No such vehicle shall protrude beyond the parking space in which it is parked in such manner as to block the ingress and egress of other persons or vehicles.

5. Posted speed limits on the Common Areas shall be observed at all times.

6. All state laws and local ordinances shall be observed at all time in regards to parking. This is to include not parking within an intersection, not parking in no parking zone and sidewalks shall not be blocked by any vehicle.

D. SCHOOL BUS STOP SAFETY:

1. No vehicle shall pass a school bus that is stopped within Watercrest when children are getting on or off of said school bus. Stop signs should be released on each side of the school bus, and lights should be flashed, in order to alert drivers of vehicles to come to a complete stop.

2. When there are multiple school buses at the same bus stop, no vehicle shall drive in front of any such school bus because this is where children cross the road or parking lot.

3. Any vehicle entering or exiting the pierhouse parking lot must do so only from Watercrest Circle West during school bus drop off and pick up times.

4. Children shall not be dropped off or picked up in the road.

5. No vehicle shall block the entrance or exit of the Watercrest community while waiting for any school bus.

E. SAFETY VIOLATION CATEGORY FINES:

1. **For the first violation of any particular rule or regulation under this Article III, (a “Safety Rule”), by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees, the Board shall issue a written warning notice to such person (and/or to the member, tenant and/or Immediate Family Member whose guest or invitee committed the violation) which notice shall state the Safety Rule that was violated,**

whereupon the member, tenant or Immediate Family Member, as applicable, who, or whose guest or invitee, committed the violation, shall be required to immediately remedy the violation or, as applicable, immediately cease and desist (and cause his, her or its guests and invitees to immediately cease and desist) from any further commission of such a violation (or, if such violation is not capable of being immediately remedied, shall be required to remedy such violation as soon as possible, but in no event later than thirty (30) days following the date of delivery of the warning notice).

2. For the second violation of the same Safety Rule by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees (even if the violation is committed by a different tenant, Immediate Family Member, guest or invitee than the tenant, Immediate Family Member, guest or invitee who committed the first violation), the Board shall levy (a) a fine in the amount of \$100 against the member (or such member's tenants, if applicable) who, or whose Immediate Family Member, guest or invitee, committed the violation, and (b) a thirty (30) day suspension of the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, such that each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative during such thirty (30) day period (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park).

3. For the third violation of the same Safety Rule by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees (even if the violation is committed by a different tenant, Immediate Family Member, guest or invitee than the tenant(s), Immediate Family Member(s), guest(s) or invitee(s) who committed the first and/or second violations), the Board shall levy (a) a fine in the amount of \$100 against the member (or such member's tenants, if applicable) who, or whose Immediate Family Member, guest or invitee, committed the violation, and (b) a sixty (60) day suspension of the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, such that each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative during such sixty (60) day period (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park).

4. For the fourth and all subsequent violations of the same Safety Rule by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees (even if

the violation is committed by a different tenant, Immediate Family Member, guest or invitee than the tenant(s), Immediate Family Member(s), guest(s) or invitee(s) who committed the previous violations), the Board shall levy (a) a fine in the amount of \$100 against the member (or such member's tenants, if applicable) who, or whose Immediate Family Member, guest or invitee, committed the violation, and (b) a sixty (60) day suspension of the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, such that each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative during such ninety (90) day period (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park); and, with respect to violations involving the unauthorized parking of vehicles only, the vehicle will be towed at the sole cost and expense of the owner or lessee of such vehicle, in accordance with, and subject to, the provisions and requirements of Section 715.07, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time.

5. Nothing contained hereinabove shall be construed so as to (a) extinguish or otherwise limit the Board's right to levy a fine for each day of a continuing violation of a Safety Rule (with a single notice and opportunity for hearing) as otherwise permitted under, and in accordance with, and subject to, the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, (b) extinguish or otherwise limit the Board's right to suspend, for a reasonable period of time, the right of any member, any member's tenant, or any guest or invitee of any such member or tenant, to use Common Areas and facilities of Watercrest, as otherwise permitted under, and in accordance with, and subject to, the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, as a result of a Safety Rule violation, and/or (c) relieve the Board from its obligation to provide notices in accordance with the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, with respect to the levying of any fines or suspensions pertaining to any violation of any Safety Rule.

IV. QUALITY OF LIFE VIOLATIONS:

A. DECORATIONS:

1. See Section 18.9 of the Declaration: "No decorative objects, including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes or flagpoles shall be installed or placed within or upon any portion of Watercrest without the prior written approval of the ACC. Notwithstanding the forgoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in a manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following

year. The ACC may establish standards for holiday lights. The ACC can require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to an adjacent Home).”

2. Landscape services can be skipped if holiday decorations interfere with access to landscape beds and portions of yards.

3. See Section 18.42 of the Declaration: “No lawn ornament, fountain, solar equipment, artificial vegetation, shall be placed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC”

B. EXTERIOR FURNITURE:

1. All furniture located on the exterior of any Home on a Lot, unless placed on (i.e., within the boundaries of) the front porch of the Home, must be in the rear of the Home, preferably on a patio, lanai or pool deck.

2. All furniture located on the exterior of any Home on a Lot must be in good condition at all times.

3. No furniture shall be placed in the front yard or on the driveway of any Lot.

C. EXTERIOR LIGHTING:

1. All lighting located on the exterior of any Home on a Lot, including, without limitation, floodlights, pool lights and up or down lighting on a Home must be turned off between the hours of 11:00 p.m. and dawn; provided, however, that garage coach lights and a front porch lights may be left on overnight.

2. All lighting located on the exterior of any Home on a Lot must be focused to illuminate only that Lot, and shall not be positioned horizontally to cause unacceptable spillover onto any adjacent Lot or to illuminate any Lot located across a lake.

3. No lights shall be installed on any fences located on any Lot except during such times as otherwise expressly permitted under the section entitled “Decorations” hereinabove.

4. The ACC may require the removal of any lighting from any Lot that creates a nuisance.

5. See Section 18.23.4 of the Declaration: “No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.”

6. See Section 18.28 of the Declaration: “Lighting, if any, installed within the perimeter of a Lot shall be maintained in good working order and replaced by the Owner of such Lot. All lighting must have the prior written approval of the ACC.”

D. GARBAGE CANS AND SUPPLIES:

1. Garbage cans, recycle bins, trash receptacles, supplies or other similar articles shall not be stored on any Lot in such a manner so as to be visible from neighboring Homes or from any streets within Watercrest.

2. Except as otherwise permitted elsewhere in these rules and regulations with respect to garbage pick-up, all garbage cans, recycle bins and trash receptacles belonging to or used by the Owner or tenant of any Home shall be stored in the garage of such Home.

3. All garbage cans, recycle bins and trash receptacles must be maintained in a good and sanitary condition.

4. Garbage cans, recycle bins and trash receptacles may be placed outside any Home for pick-up no earlier than 6:00 p.m. on the evening preceding the day of pick-up, and must be returned to the Home (i.e., stored in the garage of the Home and in a manner so that they are not visible from neighboring Homes or from streets within Watercrest) prior to the end of the day of pick-up.

Immediately rectifiable infractions violation schedule:

First Offense- Warning

Second Offense- Warning

Third Offense- \$25

Fourth Offense \$50

Each Additional Offense \$100

E. SIGNS AND FLAGS:

1. See Section 18.42 of the Declaration: “No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any portion of Watercrest that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC.... No in-ground flag poles ...shall be permitted within Watercrest, unless written approval of the ACC is obtained. Notwithstanding the foregoing, no ACC approval is required for the installation of one portable, removable United States of America Flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, Owners may display, in a respectful manner, portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. In addition, notwithstanding the foregoing, no ACC approval is necessary for the installation of an American Flag, up to two feet (2’) by four feet (4’) in size, posted on a three foot (3’) pole and attached at a forty-five (45) degree angle from the Home.”

2. To the extent that any such sign has otherwise been approved by the ACC as required by Section 18.42 of the Declaration, “At Play” safety signs may be displayed outside of a Home only when children are actively playing, and under no circumstances may any such sign be left outside of a Home overnight.

F. SPORTS EQUIPMENT:

1. See Section 18.43 of the Declaration: “No recreational, playground or sports equipment shall be installed or placed within or about any portion of Watercrest without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable hoops must be stored inside the Home when not in use. No play courts, game courts or tennis courts are permitted within Lots.”

2. Soccer goals, portable basketball hoops, rebound nets, ramps and other sporting equipment (if permitted by the ACC in the first place to the extent required under Section 18.43 of the Declaration) shall not be visible from the street when not in use.

3. Any boat located in Watercrest must be stored inside the garage of any Home and otherwise out of view from the street.

4. All lake toys located in Watercrest (if permitted by the ACC in the first place to the extent required under Section 18.43 of the Declaration) must be stored inside the garage of any Home and otherwise out of view from the street when not being used in the lake.

5. All other toys located in Watercrest (if permitted by the ACC in the first place to the extent required under Section 18.43 of the Declaration) must be stored out of view from the street when not being used.

Immediately rectifiable infractions violation schedule:

First Offense- Warning

Second Offense- Warning

Third Offense- \$25

Fourth Offense \$50

Each Additional Offense \$100

G. QUALITY OF LIFE CATEGORY PENALTIES:

1. **For the first violation of any particular rule or regulation under this Article IV, (a “Quality of Life Rule”), by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their**

respective guests or invitees, the Board shall issue a written a warning notice to such person (and/or to the member, tenant and/or Immediate Family Member whose guest or invitee committed the violation) which notice shall state the Quality of Life Rule that was violated, whereupon the member, tenant or Immediate Family Member, as applicable, who, or whose guest or invitee, committed the violation, shall be required to immediately remedy the violation or, as applicable, immediately cease and desist (and cause his, her or its guests and invitees to immediately cease and desist) from any further commission of such a violation (or, if such violation is not capable of being immediately remedied, shall be required to remedy such violation as soon as possible, but in no event later than thirty (30) days following the date of delivery of the warning notice).

2. For the second violation of the same Quality of Life Rule by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees (even if the violation is committed by a different tenant, Immediate Family Member, guest or invitee than the tenant, Immediate Family Member, guest or invitee who committed the first violation), the Board shall levy (a) a fine in the amount of \$100 against the member (or such member's tenants, if applicable) who, or whose Immediate Family Member, guest or invitee, committed the violation, and (b) a thirty (30) day suspension of the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, such that each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative during such thirty (30) day period (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park).

3. For the third and all subsequent violations of the same Quality of Life Rule by any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees (even if the violation is committed by a different tenant, Immediate Family Member, guest or invitee than the tenant(s), Immediate Family Member(s), guest(s) or invitee(s) who committed the first and/or second violations), the Board shall levy (a) a fine in the amount of \$100 fine against the member (or such member's tenants, if applicable) who, or whose Immediate Family Member, guest or invitee, committed the violation, and (b) a continuing suspension of the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, such that each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative until the violation is remedied (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park).

4. **Immediately rectifiable violations (cured within 24 hours) such as trash and recycling bins, sports equipment, statues, signage etc.**

First Offense: Warning

Second Offense: Warning

Third Offense: \$25 Fine

Fourth Offense: \$50 Fine

Each additional Offense: \$100 Fine

5. **Nothing contained hereinabove shall be construed so as to (a) extinguish or otherwise limit the Board's right to levy a fine for each day of a continuing violation of a Quality of Life Rule (with a single notice and opportunity for hearing) as otherwise permitted under, and in accordance with, and subject to, the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, (b) extinguish or otherwise limit the Board's right to suspend, for a reasonable period of time, the right of any member, any member's tenant, or any guest or invitee of any such member or tenant, to use Common Areas and facilities of Watercrest, as otherwise permitted under, and in accordance with, and subject to, the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, as a result of a Quality of Life Rule violation, and/or (c) relieve the Board from its obligation to provide notices in accordance with the provisions of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, with respect to the levying of any fines or suspensions pertaining to any violation of any Quality of Life Rule.**

V. DELINQUENT HOA PAYMENT PENALTIES:

A. Any member of the Association who is more than sixty (60) days delinquent in paying any fee, fine or other monetary obligation due to the Association shall be sent a demand letter from the Association's attorney (inclusive of the Association's notice of intent to lien the member's Parcel, if permissible under Chapter 720 and the Declaration), whereupon said member shall be fully accountable for all legal fees imposed by the Association's attorney in connection with such demand letter.

B. In accordance with the Association's right under Chapter 720 to suspend the rights of any member of the Association, any tenant of said member, or any of their respective guests or invitees to use the Common Areas and facilities of Watercrest if the member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association (except for any portion of Common Areas used to provide access or utility services to the member's Parcel; and provided that no such suspension may prohibit any Owner or tenant of the Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park), which suspension must be lifted once the fee, fine or other monetary obligation is paid in full:

1. If any fee, fine or other monetary obligation due to the Association from any member of the Association becomes more than ninety (90) days delinquent, then the rights of

said member and said member's tenants, if applicable (and their respective Immediate Family Members, guests and invitees), to gain entry into the Watercrest community by use of any transponder, will immediately be suspended (i.e., each transponder issued by the Association to the member, any tenant of the member's Parcel or any Immediate Family Member of such member or any such tenant will be inoperative) until such fee, fine or other monetary obligation shall be paid to the Association in full (provided, however, that no such suspension shall prohibit the member or any tenant of the member's Parcel or any of their respective Immediate Family Members from having vehicular and pedestrian ingress to and egress from the member's Parcel, including, but not limited to, the right to park).

2. If any fee, fine or other monetary obligation due to the Association from any member of the Association becomes more than ninety (90) days delinquent, then the rights of said member and said member's tenants, if applicable (and their respective Immediate Family Members), to rent any Common Area space from the Association will immediately be suspended until such fee, fine or other monetary obligation shall be paid to the Association in full.

C. Pursuant to its rights under Section 18.27 of the Declaration, the Association shall not approve any lease of a Home if any fee, fine or other monetary obligation due to the Association is delinquent as of the date that such approval is sought.

VI. MEETINGS:

A. Tape Recording and Videotaping of Meetings. Any Owner may tape record or videotape any meeting of the Board, any meeting of any committee of the Association or its Board, and/or any meeting of the Owners, subject to the following restrictions:

1. No Owner may tape record or videotape any such meeting unless said Owner shall provide to the Association's property manager (or, if there is no such property manager, then the Board), at least two (2) working days prior to the date of the meeting, written notice of said Owner's intent to utilize audio and/or video equipment and/or devices at said meeting.

2. No audio and/or video equipment and/or devices used by any Owner at any such meeting shall, or shall be permitted to, produce distracting sound or light emissions during the meeting.

3. Any audio and/or video equipment and/or devices used by Unit Owner at any such meeting must be assembled and placed, prior to commencement of the meeting, in such position as shall be reasonably designated by the Association's property manager or the Board, (the "Designated Position"). Said Designated Position shall be (i) with respect to any video equipment and/or devices, a position which allows for the unobstructed video recording, from a reasonable distance, of the chairperson of the meeting and any and all persons sitting at the head table with said chairperson, but which will not result in said video equipment and/or devices interfering with the normal flow of persons to, from or about the meeting room, and (ii) with respect to any audio equipment and/or devices, a position which allows for the clear audio recording, from a reasonable distance, of the chairperson of the meeting and any and all persons

sitting at the head table with said chairperson, but which will not result in said audio equipment and/or devices interfering with the normal flow of persons to, from or about the meeting room.

4. No person videotaping or recording a meeting shall be permitted to move about the meeting room in order to facilitate the recording.

B. Owners Speaking at Board Meetings. Any Owner may speak at any meeting of the Board with reference to any designated agenda item, subject to the following restrictions:

1. An Owner who is not a member of the Board shall only be permitted to speak about a designated agenda item after (i) a motion is placed on the floor as to such agenda item by a member of the Board, (ii) said motion is seconded by another member of the Board, and (iii) each member of the Board has been given an opportunity to make initial comments with respect to the motion.

2. An Owner who is not a member of the Board shall only be permitted to speak, at most, on two (2) separate occasions with respect to any designated agenda item. On the first occasion, the Owner shall be permitted to speak for a maximum of three (3) minutes. On the second occasion, the Owner shall be permitted to speak for a maximum of 90 seconds.

3. Each Owner who wishes to speak in regard to any designated agenda item shall first submit to the Association's property manager (or, if there is no such property manager, or if the property manager is not present at the meeting, then to such other person as shall be designated by the chairperson of the meeting) a written notice of said Owner's desire to speak in regard to such designated agenda item (on such form as shall be provided by the Association, and on which form the Owner shall set forth his or her name and Home address, and the agenda item in regard to which he or she wishes to speak). The Association's property manager (or other person designated by the chairperson of the meeting to collect such written notices) shall maintain a list of Owners who have submitted such written notices with respect to each particular agenda item, in the order in which they have been received, (the "Queue"). Each Owner on the Queue with respect to a particular agenda item shall be permitted to speak in order, as per the Queue, when recognized by the chairperson of the meeting. After each Owner on the Queue has been afforded his or her first opportunity to speak on the particular agenda item (i.e., for up to a maximum of three (3) minutes), any such person who was on the Queue may raise his or her hand, whereupon, if recognized by the chairperson, he or she may speak again (i.e., for up to a maximum of 90 seconds). However, notwithstanding anything to the contrary contained herein or in the preceding paragraph, if any Owner shall speak for more than three (3) minutes during his or her first opportunity to speak on a particular agenda item, then the chairperson, in said chairperson's discretion, may elect not to afford said Owner a second opportunity to speak on such agenda item.

4. To the extent that a microphone is made available to Owners at the meeting, any Owner who speaks at the meeting shall use, and speak into, said microphone when making any statements.

5. No Owner shall speak at the meeting unless and until he or she shall be recognized by the chairperson of the meeting; and no Owner shall interrupt or otherwise disrupt

any other Owner, or member of the Board, who has the floor and is rightfully speaking at the meeting.

6. When speaking at the meeting, no Owner shall use vulgar, profane, threatening, discourteous or other inappropriate language, and shall otherwise act with proper decorum. If any Owner shall conduct himself or herself in a manner which is contrary to this rule, then, notwithstanding anything to the contrary contained in these rules, the chairperson may, in said chairperson's discretion, elect not to afford said Owner any further opportunity to speak at the meeting, or may cause said Owner to be removed from the meeting.

7. Notwithstanding anything to the contrary contained in these rules, if, with respect to any motion on the floor or agenda item at the meeting, the chairperson determines that comments from Owners are becoming repetitive, that all relevant points have already been made, or that enough time has been spent in regard to discussing said motion or agenda item, then the chairperson may, in said chairperson's discretion, elect to bar further comments on the motion or agenda item and proceed in calling for a vote thereon.

C. Owners Speaking at Owner Meetings. Any Owner may speak at any meeting of the Owners with reference to any designated agenda item, subject to the following restrictions:

1. An Owner shall only be permitted to speak about a designated agenda item after (i) a motion is placed on the floor as to such agenda item by a member of the Association, and (ii) said motion is seconded by another member of the Association.

2. An Owner shall only be permitted to speak, at most, on two (2) separate occasions with respect to any designated agenda item. On the first occasion, the Owner shall be permitted to speak for a maximum of three (3) minutes. On the second occasion, the Owner shall be permitted to speak for a maximum of 90 seconds.

3. Each Owner who wishes to speak in regard to any designated agenda item shall first submit to the Association's property manager (or, if there is no such property manager, or if the property manager is not present at the meeting, then to such other person as shall be designated by the chairperson of the meeting) a written notice of said Owner's desire to speak in regard to such designated agenda item (on such form as shall be provided by the Association, and on which form the Owner shall set forth his or her name and Home address, and the agenda item in regard to which he or she wishes to speak). The Association's property manager (or other person designated by the chairperson of the meeting to collect such written notices) shall maintain a list of Owners who have submitted such written notices with respect to each particular agenda item, in the order in which they have been received, (the "Queue"). Each Owner on the Queue with respect to a particular agenda item shall be permitted to speak in order, as per the Queue, when recognized by the chairperson of the meeting. After each Owner on the Queue has been afforded his or her first opportunity to speak on the particular agenda item (i.e., for up to a maximum of three (3) minutes), any such person who was on the Queue may raise his or her hand, whereupon, if recognized by the chairperson, he or she may speak again (i.e., for up to a maximum of 90 seconds). However, notwithstanding anything to the contrary contained herein or in the preceding paragraph, if any Owner shall speak for more than three (3) minutes during his or her first

opportunity to speak on a particular agenda item, then the chairperson may, in said chairperson's discretion, elect not to afford said Owner a second opportunity to speak on such agenda item.

4. To the extent that a microphone is made available to Owners at the meeting, any Owner who speaks at the meeting shall use, and speak into, said microphone when making any statements.

5. No Owner shall speak at the meeting unless and until he or she shall be recognized by the chairperson of the meeting; and no Owner shall interrupt or otherwise disrupt any other Owner who has the floor and is rightfully speaking at the meeting.

6. When speaking at the meeting, no Owner shall use vulgar, profane, threatening, discourteous or other inappropriate language, and shall otherwise act with proper decorum. If any Owner shall conduct himself or herself in a manner which is contrary to this rule, then, notwithstanding anything to the contrary contained in these rules, the chairperson may, in said chairperson's discretion, elect not to afford said Owner any further opportunity to speak at the meeting, or may cause said Owner to be removed from the meeting.

7. Notwithstanding anything to the contrary contained in these rules, if, with respect to any motion on the floor or agenda item at the meeting, the chairperson determines that comments from Owners are becoming repetitive, that all relevant points have already been made, or that enough time has been spent in regard to discussing said motion or agenda item, then the chairperson may, in said chairperson's discretion, elect to bar further comments on the motion or agenda item and proceed in calling for a vote thereon.

VII. OFFICIAL RECORDS INSPECTIONS:

A. Rules Governing Official Records Inspections. Any member of the Association (or the authorized representative of any such member, as designated by such member in a written instrument delivered to the Association) who wishes to inspect or obtain copies of any official records of the Association (which are not otherwise inaccessible to or by such member pursuant to applicable law), shall have the right to inspect and/or copy such official records pursuant to the following rules:

1. Any such member of the Association or the authorized representative of such member desiring to inspect and/or copy any such official records of the Association shall first submit a written request to the Association's property manager (or, if there is no such property manager, then the Board). Said written request must state with particularity the official records requested, including any pertinent dates and/or time periods (as applicable).

2. No member of the Association (or any authorized representative of any such member) may submit more than one request for inspection and/or copying of the same official record of the Association within any consecutive sixty (60) day period.

3. No member of the Association (or any authorized representative of any such member) may submit more than one (1) request for inspection and/or copying of any official records of the Association within any consecutive thirty (30) day period.

4. All inspections of any official records of the Association shall take place at the office of the Association's property manager (provided that such office shall be located within 45 miles of the Watercrest community or within the county in which the Association is located), or such other location as may be designated by the Board or the Association's property manager at any time, and from time to time (provided that such location shall be located within 45 miles of the Watercrest community or within the county in which the Association is located).

5. All inspections of any official records of the Association shall be conducted on a Monday, Tuesday, Wednesday or Thursday of any week (exclusive of any day which is a nationally recognized holiday) commencing between the hours of 9:00 a.m. and 4:00 p.m., at such time as shall be arranged in advance by and between (i) the Association's property manager (or, if there is no such property manager, then the Board), and (ii) the member of the Association (or the authorized representative of such member) who has submitted the official records inspection request (or on such other date and/or time arranged in advance by and between (i) the Association's property manager (or, if there is no such property manager, then the Board), and (ii) the member of the Association (or the authorized representative of such member) who has submitted the official records inspection request).

6. No inspection of any official records of the Association shall continue for more than eight (8) hours in total. If any such inspection may not reasonably be conducted in its entirety during the initial scheduled inspection period, then, following the initial scheduled inspection period, (i) the Association's property manager (or, if there is no such property manager, then the Board), and (ii) the member of the Association (or the authorized representative of such member) who submitted the official records inspection request, shall make arrangements for said member (or the authorized representative of said member) to continue the inspection at a mutually agreeable time, on a Monday, Tuesday, Wednesday or Thursday (exclusive of any day which is a nationally recognized holiday), commencing between the hours of 9:00 a.m. and 4:00 p.m., within ten (10) business days following the initial inspection. The foregoing process shall continue until such time as the inspection has reasonably been conducted in its entirety (provided, however, that the aggregate of the initial scheduled inspection period and all continuations thereof shall not exceed eight (8) hours in total).

7. No renter or tenant of a Home or Parcel has a right to inspect and/or copy any official records of the Association.

8. No member of the Association (or his, her or its authorized representative) may remove original official records of the Association from the location of inspection, and no member of the Association (or his, her or its authorized representative) shall alter any official records of the Association during the course of any such official records inspection.

9. Any member of the Association (or his, her or its authorized representative) inspecting official records of the Association, may, upon request made to the Association's

property manager (or, if there is no such property manager, then the Board) at the time of such inspection, obtain copies of such records, subject to the following charges and provisions:

(a) If the Association or its property manager has a photocopy machine available for use at the time of the inspection, then: (i) The first twenty (20) pages (in the aggregate) shall be provided at no cost to said person; and (ii) Each additional page (i.e., above and beyond twenty (20) pages) shall be provided at a cost of twenty-five (25) cents per page over the initial twenty (20) pages. The person inspecting the official records of the Association shall pay to the Association, via its property manager (or, if there is no such property manager, then the Board), all such costs, in cash or by personal check made payable to the Association, prior to the copies being made. The Association shall not be obligated to make or provide copies of any such official records unless and until the requisite payment is received by the Association. If the records requested to be copied exceed 25 pages in length, then the Association or its property manager may elect not to use the photocopy machine which is otherwise available, but, instead, to obtain copies of the requested official records from a third party service provider (such as Sir Speedy, Fed Ex Office Print & Ship Center, etc.) in accordance with the provisions of the ensuing paragraph.

(b) If the Association or its property manager does not have a photocopy machine available for use at the time of the inspection, or if the records requested to be copied exceed 25 pages in length and the Association or its property manager have elected not to use the photocopy machine which is otherwise available as permitted under the preceding paragraph, then, immediately following the inspection, the Association shall obtain copies of the requested official records from a third party service provider (such as Sir Speedy, Fed Ex Office Print & Ship Center, etc.), provided that all fees and costs actually charged by such service provider in making such copies and delivering same to the Association, (the total amount thereof being referred to herein as the "Actual Fee"), as evidenced by said service provider's invoice for same, shall be paid by the person inspecting the official records of the Association. However, prior to the Association sending the records to be copied to the service provider, the person inspecting the official records of the Association shall pay to the Association, via its property manager (or, if there is no such property manager, then the Board), in cash or by personal check made payable to the Association, an amount equal to the reasonable estimate of the Actual Fee, as determined by the Association's property manager (or, if there is no such property manager, then the Board), (said amount being referred to herein as the "Estimated Fee"). The Association shall not be obligated to send the records to be copied to the service provider unless and until the requisite payment of the Estimated Fee is received by the Association. Upon the service provider's delivery to the Association of the copies of the requested official records, the Association, via its property manager (or, if there is no such property manager, then the Board), shall immediately notify the person who inspected said records and requested such copies that such copies are available to be picked up by said person at the same location where he or she first inspected the records; whereupon, at the time that said person comes to pick up such copies, he or she shall pay to the Association, via its property manager (or, if there is no such property manager, then the Board), in cash or by personal check made payable to the Association, an amount equal to the difference, if any, between the Actual Fee less the Estimated Fee, prior to the copies being released by the Association to said person. The Association shall not be obligated to release the subject copies of the official records to said person unless and until the requisite payment of the difference, if any, between the Actual Fee less the Estimated Fee, is received by the Association. However, if the Estimated Fee is greater than

the Actual Fee, then the Association shall refund to the person who paid the Estimated Fee the difference between said Estimated Fee less the Actual Fee within fifteen (15) days of the Association receipt of the invoice for the Actual Fee from the service provider.

(c) The Association may also impose upon the member of the Association (or his, her or its authorized representative) inspecting official records of the Association fees to cover the costs required for personnel to retrieve and copy the requested records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour; provided, however, that such personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. Any such fee that may become due hereunder shall be paid by the person who inspected the records and requested the copies to the Association, via its property manager (or, if there is no such property manager, then the Board), in cash or by personal check made payable to the Association, before the copies of the requested records shall be provided by the Association to such person who inspected the records and requested the copies.

10. Notwithstanding anything to the contrary contained in these rules and regulations, in lieu of the Association having the official records of the Association available to any member of the Association (or his, her or its authorized representative) for inspection or copying in the Watercrest community (or any other location designated by the Association in accordance with these rules and regulations), the Association may offer the member of the Association (or his, her or its authorized representative) making the request, the option of having the Association make the requested records available to said member of the Association (or his, her or its authorized representative), (i) electronically via the Internet, or (ii) for viewing in electronic format on a computer screen and printed upon request.

11. Notwithstanding anything to the contrary contained in these rules and regulations, the Association shall allow any member of the Association (or his, her or its authorized representative) to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of any requested official records of the Association in lieu of the Association providing a copy of such records to said member (or his, her or its authorized representative), at no charge to such member (or his, her or its authorized representative).

12. Any member of the Association (or his, her or its authorized representative) inspecting official records of the Association shall refrain from interfering with the normal day-to-day operations of the Association, the Association's management office (or any other location of inspection), and the Association's property manager during the course of any such official records inspection. The Association's property manager (or, if there is no such property manager, then the Board) may assign a staff person or persons (or other representative(s) of the Association) to supervise and/or assist in the conduct of any such official records inspection.

13. The Association may, at its option, require any member of the Association (or his, her or its authorized representative) inspecting official records of the Association, to sign, at the time of such records inspection, a written instrument acknowledging that access to the

requested official records was granted by the Association and/or acknowledging receipt of copies of specified official records of the Association.

VIII. PETS AND ANIMALS:

A. See Section 18.34 of the Declaration for more detailed rules and regulations, which are hereby supplemented by the following provisions.

B. The owner of any pet or animal must have reasonable control over such pet or animal at all times while such pet or animal is located on the Common Areas.

C. Each pet or animal residing in the Watercrest community must be up to date on rabies vaccinations and all other vaccinations, as required by applicable law.

D. No pet or other animal located in the Watercrest community, whether inside or outside of any Home, shall be permitted to bark, screech or growl excessively, or to bite, attack or exhibit aggressive behavior toward any person or other pet or animal.

E. The owner of any pet or other animal that uses or enters upon any Common Areas (including, without limitation, any dog park located in the Watercrest community) shall, before allowing such pet or other animal to use or enter upon any such Common Areas, provide to the Association satisfactory proof that said owner of the pet or other animal maintains an appropriate liability insurance policy covering injuries to persons and damages to personal property caused by such pet or other animal; and shall, thereafter, prior to the expiration of any such insurance policy, provide to the Association satisfactory proof that said policy has been renewed or otherwise replaced with another appropriate liability insurance policy covering injuries to persons and damages to personal property caused by such pet or other animal (unless, subsequent to such expiration, the owner of such pet or other animal shall no longer allow said pet or other animal to use or enter upon any Common Area). No pet or other animal shall be permitted to use or enter upon any Common Areas (including, without limitation, any dog park located in the Watercrest community) unless, at the time that such pet or other animal is using or located upon said Common Areas, the Association is in possession of satisfactory proof that the owner of such pet or other animal maintains appropriate liability insurance policy covering injuries to persons and damages to personal property caused by such pet or other animal. The owner of any pet or other animal shall be responsible for such pet or other animal, and all of its actions, while such pet or other animal is using or located upon any Common Areas (including, without limitation, any dog park located in the Watercrest community), whether on or off a leash.

IX. SEVERE WEATHER:

A. Storage of Objects. All loose items or movable objects located on the exterior of any Home on a Lot must be removed therefrom (i.e., into the Home) by the Owner or resident of such Unit upon warning from local or national weather bureaus of any approaching tropical storm, hurricane or other severe weather.

X. REFUSE DISPOSAL:

A. Common Areas. No refuse, garbage or trash of any kind shall be placed in any portion of the Common Areas, except in waste receptacles located on such Common Areas.

XI. PROHIBITED ACTIVITIES:

A. Work Activities. Use of any Common Areas as a work place by an Owner or any resident of Watercrest is strictly prohibited.

B. Disorderly Conduct. Disorderly conduct of any kind by any Owner or resident of Watercrest, or any of their respective guests, contractors or other invitees, is strictly prohibited, and shall be grounds for ejection of such person from any Common Areas by the Association, its property manager and/or any person providing security services for or on behalf of the Association. If any Owner or resident of Watercrest, or any of their respective guests, contractors or other invitees, shall be asked, by the Association, its property manager and/or any person providing security services for or on behalf of the Association, to vacate any portion of the Common Areas as a result of any such disorderly conduct, and if such person shall refuse to vacate such portion of the Common Areas, the Association, its property manager and/or any person providing security services for or on behalf of the Association shall be authorized to call the police and ask said police for immediate assistance in removing said person from such portion of the Common Areas.

XII. RULES GOVERNING SPEEDING VIOLATIONS:

A. See separate rules and regulations governing Speeding Violations attached hereto.

I AGREE/ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTAND THE ABOVE RULES AND REGULATIONS OF THE ASSOCIATION.

PRINT NAME

SIGNATURE

DATE

PRINT NAME

SIGNATURE

DATE

**WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS GOVERNING
SPEEDING IN THE WATERCREST COMMUNITY**

Unless expressly set forth elsewhere herein, each capitalized word or term used hereinbelow shall have the same meaning ascribed to said word or term in the Declaration of Covenants, Restrictions and Easements for Watercrest at Parkland, as recorded in Official Records Book 50488, Page 788, of the Public Records of Broward County, Florida, as amended, (the “Declaration”).

A. SPEEDING PROHIBITED:

1. The speeding of cars or other motorized vehicles within the Watercrest Community (i.e., above the applicable speed limit posted in the Watercrest community), (“Speeding”), is strictly prohibited.

B. FINES AND SUSPENSIONS: In the event that any member of the Association, any tenant of any such member, any Immediate Family Member of any such member or tenant, or any of their respective guests or invitees shall violate the rule(s) prohibiting Speeding as set forth in Section A hereinabove, then, subject to the provisions of Section C hereinbelow, the following fines and/or suspensions shall automatically be, and be deemed to have been, levied by the Board:

1. **Class I (Severe Violations):** For any Speeding violation committed by a member of the Association, any tenant of any such member, or any Immediate Family Member of any such member or tenant, with respect to which a car or other motorized vehicle is determined to have been Speeding in the Watercrest Community 20 or more miles per hour over the posted speed limit:

	<u>Speeding Offense</u>	<u>Fine and/or Suspension</u>
a.	First Offense:	\$100 + 2 week (Individual Vehicle) Gate Transponder Suspension
b.	Second Offense:	\$100 + 4 week (Individual Vehicle) Gate Transponder Suspension
c.	Third Offense:	\$100 + 4 week Household Gate Transponder Suspension
d.	Each Additional Offense:	\$100 + 4 week Household Gate Transponder Suspension

If any Transponder which is currently suspended as a result of any Speeding violation shall become subject to a subsequent suspension as a result of a subsequent Speeding violation, then said subsequent suspension shall commence immediately upon the conclusion of the current suspension.

2. **Class II (Dangerous Violations):** For any Speeding violation committed by a member of the Association, any tenant of any such member, or any Immediate Family Member of any such member or tenant, with respect to which a car or other motorized vehicle is determined to have been Speeding in the Watercrest Community 11 to 19 miles per hour over the posted speed limit:

	<u>Speeding Offense</u>	<u>Fine and/or Suspension</u>
a.	First Offense:	\$75
b.	Second Offense:	\$100 + 1 week (Individual Vehicle) Gate Transponder Suspension
c.	Third Offense:	\$100 + 3 week (Individual Vehicle) Gate Transponder Suspension
d.	Fourth Offense:	\$100 + 4 week Household Gate Transponder Suspension
e.	Each Additional Offense:	\$100 + 4 week Household Gate Transponder Suspension

If any Transponder which is currently suspended as a result of any Speeding violation shall become subject to a subsequent suspension as a result of a subsequent Speeding violation, then said subsequent suspension shall commence immediately upon the conclusion of the current suspension.

3. **Class III (Standard Violations):** For any Speeding violation committed by a member of the Association, any tenant of any such member, or any Immediate Family Member of any such member or tenant, with respect to which a car or other motorized vehicle is determined to have been Speeding in the Watercrest Community up to and including 10 miles per hour over the posted speed limit:

	<u>Speeding Offense</u>	<u>Fine and/or Suspension</u>
a.	First Offense:	Warning
b.	Second Offense:	\$100
c.	Third Offense:	\$100 + 1 week (Individual Vehicle) Gate Transponder Suspension
d.	Fourth Offense:	\$100 + 2 week Household Gate Transponder Suspension

- e. Each Additional Offense: \$100 + 2 week Household Gate Transponder Suspension

If any Transponder which is currently suspended as a result of any Speeding violation shall become subject to a subsequent suspension as a result of a subsequent Speeding violation, then said subsequent suspension shall commence immediately upon the conclusion of the current suspension.

4. **Guest Violations: For any Speeding violation committed by a guest or other invitee of any member of the Association, any tenant of any such member, or any Immediate Family Member of any such member or tenant, with respect to which a car or other motorized vehicle is determined to have been Speeding in the Watercrest Community (i.e., over the posted speed limit):**

- | | <u>Speeding Offense</u> | <u>Fine and/or Suspension</u> |
|----|---------------------------|-------------------------------|
| a. | First Offense: | Warning |
| b. | Each Additional Offense*: | \$25 |

*Of the same guest or invitee who committed the first Speeding violation.

Speeding violations by guests or other invitees will not result in Transponder Suspensions.

5. **Vendor Violations: Notwithstanding anything to the contrary contained under Paragraph 4 hereinabove or any other provision contained in these rules and regulations, no member of the Association, tenant of any such member, or Immediate Family Member of any such member or tenant shall be held responsible for any Speeding violation committed by any third-party vendor who has entered the community for the purpose of making a commercial delivery to, or providing a commercial service for or on behalf of, such member, tenant or Immediate Family Member.**

- | | <u>Speeding Offense</u> | <u>Fine and/or Suspension</u> |
|----|-------------------------|--------------------------------------|
| a. | First Offense: | Warning |
| b. | Second Offense: | \$25 + 1 week Restricted Gate Access |
| c. | Third Offense: | \$25 + 2 week Restricted Gate Access |
| d. | Fourth Offense: | \$25 + 3 week Restricted Gate Access |

- e. Fifth Offense; \$25 + 4 week Restricted Gate Access

*Of the same guest or invitee who committed the first Speeding violation.

Speeding violations by guests or other invitees will not result in Transponder Suspensions.

6. **Example:** The following is an example of the application of Paragraphs 1, 2 and 3 hereinabove: A member of the Association commits his first Speeding violation ever, and it is a Class II (Dangerous Violation). Accordingly, a fine in the amount of \$75 shall be levied by the Board against such member (i.e., Class II violation, First Offense). That same member then commits a second Speeding Violation, and it is a Class III (Standard Violation). Accordingly, another fine in the amount of \$100 shall be levied by the Board against such member (i.e., Class III violation, Second Offense). That same member then commits a third Speeding Violation, and it is a Class I (Severe Violation). Accordingly, another fine in the amount of \$100 shall be levied by the Board against such member, and a 4 week Household Gate Transponder Suspension shall be imposed with respect to all Transponders issued to any persons residing in, or otherwise associated with, the member's Home (i.e., Class I violation, Third Offense).

7. **Tailgating Prohibited:** In the event any vehicle with access to resident only gates via transponder that assists in or intentionally allows another vehicle to enter through a resident's only gate or allows a vehicle to enter via an exit shall violate the rule(s) prohibiting intentional tailgating. The following fines and/or suspensions shall automatically be, and be deemed to have been, levied by the Board:

	<u>Speeding Offense</u>	<u>Fine and/or Suspension</u>
a.	First Offense:	\$100 + 30 day Household Gate Transponder Suspension
b.	Second Offense:	\$100 + 60 day Household Gate Transponder Suspension
c.	Third Offense:	\$100 + 120 day Household Gate Transponder Suspension

If any Transponder which is currently suspended as a result of any Tailgating violation shall become subject to a subsequent suspension as a result of a subsequent Tailgating violation, then said subsequent suspension shall commence immediately upon the conclusion of the current suspension.

C. IMPOSITION OF FINES AND SUSPENSIONS: In the event that any fine and/or suspension for a Speeding violation is levied by the Board against any member of the Association, any tenant of any such member, or any Immediate Family Member of any such member or tenant, such member, tenant or Immediately Family Member may proceed in one of the following two manners:

1. Option 1. Contest the subject fine and/or suspension at the hearing of the Violations Committee scheduled in accordance with the provisions and requirements of Section 27.8 of the Declaration and Section 720.305, Florida Statutes, as same may be amended, renumbered or repealed at any time or from time to time, at which said Violations Committee shall determine whether to confirm or reject said fine or suspension, (the “Scheduled Violations Committee Hearing”); or

2. Option 2. Prior to the Scheduled Violations Committee Hearing, notify the Association in writing that such member, tenant or Immediately Family Member accepts the subject fine and/or suspension without dispute.

If any fine is ultimately confirmed by the Violations Committee at the Scheduled Violations Committee Hearing pursuant to Option 1 hereinabove, or otherwise accepted in writing by such member, tenant or Immediately Family Member pursuant to Option 2 hereinabove, said fine must be paid by mail, or delivered in person, to the Association’s office; or, alternatively, by the mailing or delivering of a check for payment thereof to the following address: Watercrest at Parkland, 8790 Watercrest Circle West, Parkland, FL 33076. All checks must be made payable to “Watercrest at Parkland;” and, if any Gate Transponder Suspension is ultimately confirmed by the Violations Committee at the Scheduled Violations Committee Hearing pursuant to Option 1 hereinabove, or otherwise accepted in writing by such member, tenant or Immediately Family Member pursuant to Option 2 hereinabove, then such Gate Transponder Suspension shall commence on the earlier of (a) the date on which payment of the corresponding fine shall be paid to the Association, or (b) the date on which the Gate Transponder Suspension and corresponding fine is confirmed by the Violations Committee.

D. TRAFFIC CAMERAS:

1. Speeding violations will be determined by the use of traffic cameras installed throughout the Watercrest community, (the “Traffic Cameras”).

2. The Traffic Cameras use state-of-the-art sensing technology to record Speeding violations. Unlike other speed cameras which measure speed relative to the sensor, a multi-beam infrared imaging engine in the subject Traffic Cameras is capable of creating precise 30 images surroundings. These images are used to calculate the speed of a vehicle using a time-of-flight algorithm. This element of the system requires no calibration, and is not affected by weather or time of day. Any “calibration” occurs during the placement of the Traffic Camera and relates to distance measurements. Once these measurements are verified and entered into the individual Traffic Camera, they are a stagnant part of the algorithm until such time the Traffic Camera is moved. Subsequent verification of positioning is achieved by a simple comparison of a baseline image to an image of an actual violation. If the image frame of a violation is within fairly

broad parameters of the baseline image, the resulting accuracy will be within 0.7 mph for a vehicle traveling at 49.7 mph (with there being even greater accuracy at lower speeds).

I AGREE/ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTAND THE COMPLETE SET OF RULES AND REGULATIONS GOVERNING SPEEDING IN THE WATERCREST COMMUNITY.

PRINT NAME

SIGNATURE

DATE

PRINT NAME

SIGNATURE

DATE

**WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS GOVERNING
THE PIERHOUSE AND RELATED FACILITIES**

Unless expressly set forth elsewhere herein, each capitalized word or term used hereinbelow shall have the same meaning ascribed to said word or term in the Declaration of Covenants, Restrictions and Easements for Watercrest at Parkland, as recorded in Official Records Book 50488, Page 788, of the Public Records of Broward County, Florida, as amended, (the “Declaration”).

A. PERSONS ENTITLED TO USE THE PIERHOUSE FACILITIES:

1. Each Owner (other than an Owner who has leased his, her or its Home to a Lessee), each Immediate Family Member of each Owner (other than an Owner who has leased his, her or its Home to a Lessee), each Lessee, and the respective Guests of any such Owner, Immediate Family Member or Lessee, shall be entitled to use of the Pierhouse and the facilities thereof, subject to the rules and regulations set forth herein, and the restrictions and other provisions of the Declaration. Any Lessee and his, her or its Guests shall continue to have such use rights until said Lessee ceases to be legally entitled to possession of a rental Home and does not otherwise own fee simple title to a Home. Any Owner, his, her or its Immediate Family Members, and their respective Guests, shall continue to have such use rights for so long as said Owner owns fee simple title to a Home which is not leased to a Lessee.

2. For purposes of these rules and regulations, the term “Owner” shall also include, with respect to any Owner that is other than a natural person, each individual designated by such Owner as an occupant of the Owner’s Home in accordance with the provisions of Section 7.4 of the Declaration.

3. For purposes of these rules and regulations, the term “Guest” shall mean and include any individual who is invited by an Owner (other than an Owner who has leased his, her or its Home to a Lessee), an Immediate Family Member of an Owner (other than an Owner who has leased his, her or its Home to a Lessee), or a Lessee to (a) visit the Home which is owned or occupied by such Owner, Immediate Family Member or Lessee, or (b) use any of the Watercrest Common Areas (including, without limitation, the Pierhouse) and/or the facilities thereof.

B. THE PIERHOUSE AND ITS FACILITIES; GENERAL RULES:

1. **HOURS:** Except as otherwise expressly provided elsewhere in these rules and regulations, the Pierhouse and its facilities shall be open on the days and during hours established at any time and from time to time by the Board, which hours are presently as follows: Sunday-Thursday from 8am-10:30pm; Friday & Saturday from 8am-10:30pm; with any or all such hours being subject to change by the Board at any time and from time to time.

2. The Gym may only be accessed with the use of an access card, and only during the hours established at any time and from time to time by the Board, which hours are presently as follows: Every day from 5am-10:30pm.

3. No person other than an Owner (except for an Owner who has leased his, her or its Home to a Lessee), an Immediate Family Member of an Owner (except for an Owner who has leased his, her or its Home to a Lessee), or a Lessee, may use the Pierhouse and/or the facilities thereof (and/or any other facilities located on the Common Areas) unless he or she (a) is an invited Guest of an Owner (other than an Owner who has leased his, her or its Home to a Lessee), an Immediate Family Member of an Owner (other than an Owner who has leased his, her or its Home to a Lessee), or a Lessee, and (b) is accompanied by such Owner, Immediate Family Member or Lessee at all times while said Guest is located upon or otherwise using said Pierhouse, the facilities thereof or other facilities. **The Owner, Immediate Family Member or Lessee who invites any such Guest is responsible for informing said Guest of all of these rules and regulations, and all other rules and regulations of the Association pertaining to such Guest, and of any and all risks involved in the Guest's use of the Pierhouse, the facilities thereof, and/or any other facilities located on the Common Areas.** There shall be no more than ten (10) Guests attributable to any one Home (i.e., as a Guest of any Owner, Immediately Family Member or Lessee of or occupying such Home) present upon and/or using the facilities of the Pierhouse at any given time.

4. Guests may not have or invite guests to or upon the Pierhouse and/or the facilities thereof (and/or any other facilities located on the Common Areas).

5. Each Owner, Immediate Family Member of any Owner, and Lessee must execute and return to the Association at the Pierhouse Administrative office the attached waiver of liability form prior to his or her (or any of his or her Guest's) use of any of the Pierhouse's facilities.

6. NO animals may be brought onto or upon the Pierhouse premises or the facilities thereof (except to the extent that any service animal or emotional support animal must be permitted on or upon such premises or facilities with said animal's handler pursuant to applicable federal, state or local laws, including, without limitation, the Americans with Disabilities Act, The Federal Fair Housing Act, and state fair housing laws).

7. Commercial advertisements may **not** be posted or circulated anywhere throughout the Pierhouse or the facilities thereof; nor shall business of any kind be solicited or conducted on the Pierhouse premises or the facilities thereof, or by use of the Pierhouse's stationery, without the prior authorization of the Board in each instance. Without the prior approval of the Board in each instance, the Pierhouse may not be used for any function or activity attended by any one or more person(s) who is/are not an Owner, an Immediate Family Member of an Owner, or a Lessee where a fee is charged for or in connection with any person's attendance or participation at such function or activity.

8. Swimwear is restricted to the pool area. Swimmers may **not** walk through the Pierhouse, and must use the pool restroom only while in swimwear.

9. No smoking is permitted in the Pierhouse or outside by the pool.

10. Proper attire (shirts and shoes) must be worn inside the Pierhouse.

11. Any Owner (other than an Owner who has leased his, her or its Home to a Lessee), Immediate Family Member of any Owner (other than an Owner who has leased his, her or its Home to a Lessee), or Lessee (which Owner, Immediate Family Member or Lessee is twenty-one (21) years of age or over) may reserve the exclusive use of the Pierhouse or any particular portion thereof for a private function therein, for a scheduled period of time, in accordance with such rules and regulations as may be adopted by the Board with respect to such exclusive use and reservations therefor, provided that, in each instance, such Owner, Immediate Family Member or Lessee shall first execute and return to the Association a reservation agreement (in the form adopted and approved by the Board).

12. ACCESS CARDS: Two (2) Access Cards to the Pierhouse facilities per Home shall be issued by the Association to the Owner of each Home upon proper registration by such Owner with the Association (including, without limitation, presentation to the Association of proper photo ID with Watercrest address). It shall be the responsibility of the Owner of each Home to provide such Access Cards to any subsequent Owner or Lessee of said Home. Any additional Access Card (i.e., which results in there being more than two (2) Access Cards having been issued by the Association to any particular Home) shall be issued by the Association to any Owner (other than an Owner who has leased his, her or its Home to a Lessee), Immediate Family Member of any Owner (other than an Owner who has leased his, her or its Home to a Lessee), or Lessee, upon said Owner's, Immediate Family Member's, or Lessee's proper registration with the Association (including, without limitation, presentation to the Association of photo ID with Watercrest address) and payment to the Association of a charge in the amount of \$50.00; provided, however, that there shall not be issued, at any given time, with respect to any particular Home, more activated Access Cards than the number of people 18 years of age or older who are then residing in the Home.

13. The Playroom shall not be used by any person who is 13 years of age or older (provided, however, that this shall not prohibit any person who is 18 years of age or older, and who is supervising the activities of any child under the age of 13 in the Playroom, from being present in the Playroom while supervising said child). At all times while any minor is in the Playroom, he or she must be supervised by a person who is 18 years of age or older.

14. Neither the Billiard Room nor the Gym shall be used by any person who is under the age of 14. At all times while any minor is in the Billiard Room or the Gym, he or she must be accompanied by a person who is 18 years of age or older.

15. Rollerblades, roller skates, skateboards, hover boards, bicycles, scooters and similar objects may not be brought into or used in the Pierhouse or the facilities thereof, the pool deck, the tennis courts, or the basketball courts.

16. Complaints, criticisms, or suggestions relating to the operation of the Pierhouse and/or the facilities thereof, and/or the conduct of the staff thereof, should be presented, preferably in writing, to the Association's property manager.

17. Owners, Immediate Family Members of Owners, Lessees and their respective Guests shall not, verbally or otherwise, abuse, reprimand or discipline any employee of the Association or its property management company (whether said employee is working at the

Pierhouse and/or any of its facilities, or otherwise), or send any such employee off of the Pierhouse premises, or out of Watercrest, for any reason whatsoever.

18. Children are permitted in the Pierhouse only if they are supervised at all times by a person 18 years of age or older. At all times while any child under the age of 14 is in the Pierhouse, he or she must be accompanied by a person 18 years of age or older, which person shall not be engaged in aerobics, weight lifting, cardiovascular exercise, or any other activity that may diminish his/her ability to supervise or control the behavior of the child.

19. At all times while any child under the age of 18 is on the dock, he or she must be accompanied by a person 18 years of age or older.

20. Any Owner, Immediate Family Member of an Owner, or Lessee who is holding or hosting a social function at the Pierhouse must, in advance of such function, provide the entry gate of the Community with a list of all Guests who are invited to such function so that each such Guest may gain entrance into the Community for purposes of attending such social function at the Pierhouse.

C. FACILITIES:

1. ***BILLIARD ROOM***

- a. No activity other than billiard playing is permitted in this room. Horseplay, profanity and disruptive behavior are prohibited.
- b. Children under 14 may not be in the Billiard Room; and no minor shall be in the Billiard Room without supervision (see rules above).
- c. Sitting or standing on any billiard table is prohibited.
- d. An Access Card shall be required to sign equipment in & out.
- e. No food, beverages or other liquids may be brought into the Billiard Room.
- f. Games on any billiard table shall be limited to two (2) as a courtesy when others are waiting for the use of the table.
- g. No items shall be placed upon the surface of any billiard table.
- h. Any person using any billiard table or equipment shall be responsible for any damages thereto.

2. ***FITNESS ROOM (GYM)***

- a. Equipment in the Fitness Room (Gym) may be used only during the hours of 5AM-10:30PM. No person shall be allowed in the Fitness Room (Gym) between the hours of 11:00PM and 5AM.
- b. Children under 14 may not be in the Fitness Room (Gym); and no minor shall be in the Fitness Room (Gym) without supervision (see rules above).
- c. Suitable attire and footwear must be worn in the Fitness Room (Gym) at all times. Shirts and shorts must have hemmed edges. Jewelry that may interfere with exercising must be removed prior to exercising.

- d. Eating, drinking (except water from spill proof containers), smoking, horseplay, profanity and disruptive behavior in the Fitness Room (Gym) are all prohibited.
- e. Equipment in the Fitness Room (Gym) must be wiped down after every use.
- f. Any person's use of equipment in the Fitness Room (Gym) is AT SAID PERSON'S OWN RISK.
- g. Cardiovascular equipment in the Fitness Room (Gym) cannot be reserved. Maximum time limit for use of any piece of equipment in the Fitness Room (Gym) is 30 minutes when any other person is waiting to use such piece of equipment.
- h. All equipment in the Fitness Room (Gym) is to be returned to its proper location are use thereof.
- i. Any person using any equipment in the Fitness Room (Gym) shall be responsible for any damages thereto.

3. *SWIMMING POOL*

- a. As there shall be no lifeguard present or on duty at the pool or in the pool area at any time, each person using the pool does so AT HIS OR HER OWN RISK.
- b. Diving, running, horseplay, loud music, rafts, bicycles, roller blades, roller skates, skateboards, hover boards, scooters and similar objects are not permitted in the pool area.
- c. The pool will be open from dawn to dusk, and may not be used by any person when not open.
- d. All persons must shower before entering the pool. Babies or other persons who are not toilet trained must wear swimming attire designed to prevent pool contamination (i.e., special "swimmer diapers," not regular diapers). Any person causing contamination of the pool will be assessed for the cost of draining and retreating the pool as may be necessary.
- e. Any Owner (other than an Owner who has leased his, her or its Home to a Lessee), Immediate Family Member of any Owner (other than an Owner who has leased his, her or its Home to a Lessee), or Lessee (which Owner, Immediate Family Member or Lessee is twenty-one (21) years of age or over) may reserve the use of the pool and pool area for a party, on a non-exclusive basis, for a scheduled period of time, in accordance with such rules and regulations as may be adopted by the Board with respect to such non-exclusive use and reservations therefor, provided that, in each instance, such Owner, Immediate Family Member or Lessee shall first execute and return to the Association a reservation agreement (in the form adopted and approved by the Board), and further provided that there shall not be more than 15 minors present at any such party, and there must be at least one person 18 years of age or older present at the party for every five (or fewer) minors who are present at the party.
- f. Any child under the age of 13 must be supervised by a person 18 years of age or older at all times while such child is in the pool or on pool deck.

- g. Absolutely no alcoholic beverages of any kind may be brought into or used in the pool, pool area or cabana areas, except during events which were previously scheduled by or with the Association and for which the Association has pre-approved the service and/or consumption of such alcoholic beverages. Glass bottles, glass containers, ceramic or china dishware and other breakables are prohibited in the pool, in the pool area or on the pool deck. **Any person who enters upon or uses the pool area and/or pool deck must, immediately prior to vacating said pool area and/or pool deck, clean all areas of said pool area and/or pool deck which were sullied by said person and dispose of any and all of said person's trash in appropriate waste receptacles.**
- h. Minors who are unable to swim may use, in the pool, water wings, "noodles" and other floatation devices designed to assist non-swimming minors, under adult supervision. No surfboards, large inflatables/floats/rafts, balls or other toys shall be permitted in the pool, on the pool deck or in the pool area.
- i. Any person entering the Pierhouse from the pool area must be dry, wearing shoes and properly attired.
- j. Smoking in the pool, on the pool deck or in the pool area is strictly prohibited.
- k. No animals are permitted in pool, on the pool deck, in the pool area or in the cabana area (except to the extent that any service animal or emotional support animal must be permitted on or upon such premises or facilities with said animal's handler pursuant to applicable federal, state or local laws, including, without limitation, the Americans with Disabilities Act, The Federal Fair Housing Act, and state fair housing laws).
- l. Towels are to be placed upon all chairs and lounges prior to use and are to be wiped clean of lotion, oil, etc. prior to leaving.
- m. Tables are to be wiped clean after use, debris removed, and umbrellas closed prior to leaving and **all pool furniture, if moved, must be returned to original location.**
- n. No pool area equipment or furniture may be reserved or removed from the pool area.
- o. No beverages or food may be consumed in or about the pool.

4. ***TENNIS COURTS***

- a. **HOURS:** The tennis courts are open from dawn to dusk, and may not be used by any person when not open.
- b. Proper tennis etiquette must be observed at all times. Excessive noise, racquet throwing, profanity or other unsportsmanlike conduct is not permitted. Such conduct may result in a player being asked to vacate the court.
- c. Use of tennis courts shall be on "First-Come, First-Served" basis. If any person(s) are playing on the tennis courts, all other persons at or about the

- tennis courts shall keep their noise levels and movement to a minimum. Players should be allowed to finish a game in progress whenever possible.
- d. The tennis courts shall be used only for the playing of tennis, and for no other purpose(s).
 - e. TENNIS ATTIRE: Any person playing tennis on the tennis courts shall wear a shirt and shorts at all times during the course of play. Any person who is on the tennis courts but not playing tennis shall wear a shirt at all times and otherwise be properly attired. Cutoff jeans, tank tops, jogging clothes, swimsuits, black soled sneakers or shoes of any kind, and other similar attire are prohibited (and shall not be worn by any person) on the tennis courts.
 - f. CHILDREN: Children 14 years of age or younger are not permitted on the tennis courts unless accompanied and supervised by a person 18 years of age or older at all times.
 - g. GUESTS: Any Owner (other than an Owner who has leased his, her or its Home to a Lessee), Immediate Family Member of any Owner (other than an Owner who has leased his, her or its Home to a Lessee), or Lessee may invite one or more Guests to play on the tennis courts; provided, however, that no such Guest may play tennis on the tennis courts unless he or she is playing tennis with the Owner, Immediate Family Member or Lessee who invited such Guest and who shall remain on the tennis courts at all times while the Guest is there.
 - h. ABUSE OF COURTS: The tennis courts shall not be used as walkways or thoroughfares. Bicycles, carriages, roller skates, roller blades, skateboards, hover boards, scooters and other similar objects may not be brought onto the tennis courts. No Owner, Immediate Family Member, Lessee or Guest shall ever enter the tennis courts through the service/maintenance gates thereof.

D. INTERPRETATION OF RULES:

1. Questions concerning the interpretation or applicability of the foregoing rules and regulations will be answered by the Social Director of or employed by the Association or its management company (if available), whose interpretation shall be final.

2. THE FOREGOING RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME AND FROM TIME TO TIME BY THE BOARD.

I AGREE/ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTAND THE COMPLETE SET OF RULES AND REGULATIONS GOVERNING THE PIERHOUSE AND RELATED FACILITIES.

PRINT NAME

SIGNATURE

DATE

PRINT NAME

SIGNATURE

DATE

CARD ACCESS INFORMATION – Replacement/Lost Cards- \$50

Pierhouse Card Number (Residents Only-No exceptions)

Name _____ Card number _____

Name _____ Card number _____

Name _____ Card number _____ (additional \$50)

Name _____ Card number _____ (additional \$50)

Must be 18 years of age or older to have card access.